

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF CARLISLE, IOWA

PUBLIC WORKS DEPARTMENT

and

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL
EMPLOYEES/IOWA COUNCIL 61**

JULY 1, 2006

through

JUNE 30, 2009

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2006, by and between the CITY OF CARLISLE, IOWA, hereinafter referred to as the "Employer," and AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES/IOWA COUNCIL 61, hereinafter called the "Union", represents the complete and final agreement between the Employer and Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time hourly paid employees of the Carlisle Public Works Department, including all employees of the City of Carlisle as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3947, dated June 13, 1989, which excludes City Clerk, Deputy City Clerk, Police Chief, Electric Superintendent, Water, Street, Sewer Superintendent, and all others excluded by Section 4 of the Act.

ARTICLE 2 **SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. In the event any Article is found contrary to applicable law, the parties shall meet to negotiate a replacement Article.

ARTICLE 3 **EMPLOYERS RIGHTS**

The Employer shall have, in addition to all powers, duties and rights established by law, the exclusive power, duty, and right, including but not limited to: plan, direct and control the work of its employees; discipline, suspend or discharge employees; to develop and enforce rules for employee discipline; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; make inspections; relieve employees from duties because of lack of work or for other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to change or eliminate existing methods, means, assignments, and personnel by which operations are to be conducted; to establish production standards; to establish, change, and enforce work schedules; to abolish, create, or change jobs and their duties; to determine the number and times of shifts; and to manage the operation in the traditional manner, is vested exclusively with the Employer. It is agreed

that the enumeration above shall not be deemed to exclude other areas not specifically enumerated.

ARTICLE 4

NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officer or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any activity as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5

NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

ARTICLE 6

GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1 - Informal: An employee, with or without a Union Steward, shall discuss a complaint or problem orally with his/her supervisor within five (5) workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2 Within five (5) days after the decision in Step 1, or if no decision has been made within five (5) workdays of the informal conference, the employee shall then present the written grievance to his/her Supervisor. The grievance shall state the nature of the grievance, shall note the specific clause or clauses violated, and shall list all facts and witnesses as they know them to be. Such Supervisor shall respond in writing within five (5) workdays.

Step 3 Within five (5) workdays after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the Mayor, who shall respond within ten (10) working days.

Step 4 If not resolved, the grievance may be submitted to arbitration within ten (10) working days after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by submitting written notice to the Mayor. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Either party may reject the list and request a different list. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the parties tossing a coin to determine the striking procedure.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 2 is not timely answered by the Employer, it may automatically be referred to Step 3.

The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The Union is precluded from presenting any facts or witnesses to the arbitrator that were not presented to the Employer. The arbitrator's decision shall be final and binding on all parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 7

SENIORITY

Seniority means an employee's length of full-time continuous service in a department with the Employer since their last date of hire. Seniority shall be administered on a department-wide basis.

All new employees shall serve a probationary period not to exceed six (6) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) An employee absent from work two (2) days without notice to the Employer unless the employee was unable to call.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- (f) An employee is off work for any reason for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (g) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 8

PROMOTIONAL PROCEDURES

When filling a promotional vacancy, the Employer may consider the employee's qualifications, ability, aptitude and work record. However, when these factors are reasonably equal between two (2) or more employees, then seniority shall prevail. Employees will be on promotional probation for ninety (90) days. At all times, the

Employer reserves the right to hire from outside to fill a vacancy. If the Employer hires from outside, any employee who applied for the position will be given written reasons why they were not selected.

A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

ARTICLE 9

LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees as much advance notice as is administratively practical. The employee with the least seniority in the job classification affected shall be the first laid off, provided the employee retained can perform the work available. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available, as determined by the Employer. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified five (5) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 10

LEAVES OF ABSENCE

Regular full-time employees shall be eligible for leaves of absence after completing six (6) months of their probationary period.

Sick Leave

A regular full-time employee who has completed at least three (3) months of their probationary period will earn sick leave at the rate of one (1) day per month, up to a maximum of ninety (90) days. Sick leave will accrue during the probationary period. Sick leave shall be granted in minimum of one (1) hour increments.

Sick leave will be paid only when the employee is unable to work due to a personal illness or injury. Sick leave may be used for Medical, Dental and Optical appointments when appointments cannot be made during non-work time.

A medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Sick leave will not be granted if an employee is injured while gainfully employed by a different employer, unless allowed by the Mayor.

Up to twenty-four (24) hours of sick leave per fiscal year may be used for cases of serious illness or injury in the employee's immediate family. Immediate family shall be defined as an employee's spouse or child. The determination as to whether or not to grant this leave will be at the sole discretion of the Mayor or his/her designee.

Funeral Leave

In the event of death of a regular full-time employee's spouse, child (step), parent (step), spouse's parent, brother (step), sister (step), grandparents, and grandchild, said employee may be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29A.28 of the Code of Iowa. The Employer will pay the difference between the military pay and what the employee would have received if working.

The Employer recognizes an employee's re-employment rights in accordance with the Uniform Services Employment and Reemployment Act.

Jury Duty

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work immediately, or contact his/her supervisor.

ARTICLE 11 **HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The normal workweek shall consist of forty (40) hours.

During an employee's normal shift, the Employer will grant thirty (30) minutes unpaid time for lunch and two (2) fifteen (15) minute paid rest periods. The time for the lunch and rest periods will be made by the Employer.

Overtime Overtime shall be at the rate of time and one-half (1 1/2) for hours worked in excess of forty (40) hours in any workweek or eight (8) hours in a day. Overtime shall not be paid more than once for the same hours worked. Overtime shall be compensated in cash or compensatory time, provided however, an employee may only earn up to \$3,400 cash for overtime worked.

Funeral leave, scheduled vacation and compensatory time will be considered work time for the purpose of determining overtime. Sick leave and unscheduled use of compensatory time and vacation time will not be considered work time for the purpose of determining overtime, unless approved by the Department Head.

Call Back An employee who is called back to work or called out to work for any reason other than employee negligence shall be compensated a minimum of two (2) hours at time and one-half (1 1/2) unless such call back is two (2) hours or less prior to his/her shift. This will be granted as compensatory time or cash as provided above. Call back time does not apply when an employee is ordered to work beyond his/her regular shift.

ARTICLE 12 **HOLIDAYS**

Regular full-time employees, except seasonal, probationary, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Day, an additional Christmas holiday, and two (2) floating holidays.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be granted compensatory time off or cash as provided under the overtime article at the rate of time and one-half (1 1/2) off for all hours worked. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless prior approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

Paid holidays falling on Sunday will be observed on Monday. Paid holidays falling on Saturday will be observed on Friday.

ARTICLE 13 **VACATION**

All regular full-time employees shall be entitled to vacation as follows:

After one (1) year of full-time continuous service, two (2) weeks

After five (5) years of full-time continuous service, three (3) weeks

After fifteen (15) years of full-time continuous service, four (4) weeks

After twenty five (25) years of full-time continuous service, five (5) weeks

The scheduling of vacation leave is dependent upon the judgment and discretion of the Employer. In emergency situations, the Employer may require the rescheduling of vacation leave when, in his/her judgment, it is necessary. The determination of what constitutes an emergency rest with Employer. Once vacation time to be taken is approved by the Employer, it can only be changed by agreement with the Employer, or when the Employer determines the employee is needed.

Upon resignation or termination, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination; however, employees who are discharged for cause or employees who do not give two (2) weeks advance notice prior to quitting shall forfeit vacation pay.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked.

ARTICLE 14

DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, and the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

The requests or forms authorizing dues to be deducted shall be provided by the Union. Union dues will be deducted from each paycheck. The amount will be established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

Upon receipt of written authorization from the employee, a standard dollar amount for said employee will be deducted from the employee's regular paycheck by the Employer. Thirty (30) calendar days advance notice must be given to the Employer before the first deduction will be made or any change in or discontinuation of the deduction is to be made. This deduction can only be for the Union's P.E.O.P.L.E. political contribution program. One (1) remittance per pay period covering all participating employees will be sent by the Employer to the designated P.E.O.P.L.E. Chairperson of Council 61.

ARTICLE 15

BULLETIN BOARDS

The Employer will provide reasonable space for official Union business on a bulletin board in each work area of the unit.

Use of the board shall be limited to the following general types of notices:

1. Listing of Union officers and officials
2. Union meetings
3. Union elections
4. Necessary and proper Union business and information

The employee has a right to view his personnel file upon request. The employee or the Union (with the employees written permission) may receive any copies without charge to the employee or the Union. The employees shall sign and date each memorandum or document placed in the employees personnel file. This signature shall only show knowledge that the document is in the file and not concurrence with the document.

ARTICLE 16

DISCIPLINE

The Employer will not suspend or discharge a regular full-time employee who has completed his/her probationary period without cause.

ARTICLE 17

UNIFORMS

The Employer shall provide each regular full-time employee a uniform/clothing allowance of up to \$325 each fiscal year.

ARTICLE 18

INSURANCE

For the 2006-2007 fiscal years, the Employer agrees to pay up to \$6,250 per year toward the premium for each eligible regular full-time employee towards the following insurances chosen by the City Council. This will increase to \$6,500 for the 2007-2008 fiscal year, and to \$6,750 for the 2008-2009 fiscal year. During the life of this Agreement, the Employer will pick up 50% of the increased cost for insurance; the employee will pick up the remainder.

- a) Health and Major Medical
- b) Dental
- c) Disability
- d) Life (\$18,750 for the employee and \$1,000 for the spouse and dependents after six (6) months)

The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer. The Employer will meet with the union prior to making any changes in the insurance coverage. For the current agreement, the employees will have the option of the current plan or a \$500/\$1,000 deductible plan.

An employee who is unable to work and has run out of sick leave, compensatory time and vacation, will be allowed to be continued on the City's insurance at the employee's expense as required under COBRA.

ARTICLE 19

LONGEVITY

Regular full-time employees will be granted longevity payments as follows:

- Five cents (\$.05) per hour after five (5) years of consecutive service
- Ten cents (\$.10) per hour after ten (10) years of consecutive service
- Fifteen cents (\$.15) per hour after fifteen (15) years of consecutive service
- Twenty cents (\$.20) per hour after twenty (20) years of consecutive service.

ARTICLE 20

LICENSE

With prior approval of the City, employees who receive additional water and wastewater licenses beyond Class 1, shall receive an additional twenty-five cents (\$.25) per hour up to a maximum of fifty cents (\$.50). With prior approval of the City, employees who receive a pesticide license shall receive an additional twenty-five (\$.25) cents per hour.

ARTICLE 21 **WAGES**

WAGES 2006

<u>Department</u>	<u>Employee</u>	<u>Job Classification</u>	Hourly Rate 7-1-06 (+2.0%)	Yearly Rate 7-1-06
Pub Wks/City Hall	Briseno, James	Parks Dir.		\$14,642.22
Public Works	Dainty, Tod	Water & Sewer Laborer ²	\$16.54	
Public Works	Thompson, LaVern, Jr.	Water & Sewer Laborer ²	\$17.40	
Public Works	Meek, Jonathon	Street Laborer ²	\$15.68	
Public Works	Morgan, Brian	Street Laborer ²	\$16.61	
Public Works	Pruitt, Paul	Lineman ²	\$22.38	
Public Works	Mike Powers	Lineman ²	\$22.38	
Public Works	Vacant	Electric Laborer ^{1, 2}		
Public Works	Miller, Don	Line Foreman ²	\$23.10	

WAGES 2007

<u>Department</u>	<u>Employee</u>	<u>Job Classification</u>	Hourly Rate 1-1-07(+2.0%)	Yearly Rate 1-1-07
Pub Wks/City Hall	Briseno, James	Parks Dir.		\$14,935.06
Public Works	Dainty, Tod	Water & Sewer Laborer ²	\$16.87	
Public Works	Thompson, LaVern, Jr.	Water & Sewer Laborer ²	\$17.75	
Public Works	Meek, Jonathon	Street Laborer ²	\$15.99	
Public Works	Morgan, Brian	Street Laborer ²	\$16.94	
Public Works	Pruitt, Paul	Lineman ²	\$22.83	
Public Works	Mike Powers	Lineman ²	\$22.83	
Public Works	Vacant	Electric Laborer ^{1, 2}		
Public Works	Miller, Don	Line Foreman ²	\$23.56	

WAGES 2007

<u>Department</u>	<u>Employee</u>	<u>Job Classification</u>	Hourly Rate 7-1-07(+3.5%)	Yearly Rate 7-1-07
Pub Wks/City Hall	Briseno, James	Parks Dir.		\$15,457.79
Public Works	Dainty, Tod	Water & Sewer Laborer ²	\$17.46	
Public Works	Thompson, LaVern, Jr.	Water & Sewer Laborer ²	\$18.37	
Public Works	Meek, Jonathon	Street Laborer ²	\$16.55	
Public Works	Morgan, Brian	Street Laborer ²	\$17.53	
Public Works	Pruitt, Paul	Lineman ²	\$23.63	
Public Works	Mike Powers	Lineman ²	\$23.63	
Public Works	Vacant	Electric Laborer ^{1, 2}		
Public Works	Miller, Don	Line Foreman ²	\$24.38	

WAGES 2008

<u>Department</u>	<u>Employee</u>	<u>Job Classification</u>	Hourly Rate 7-1-08(+3.5%)	Yearly Rate 7-1-08
Pub Wks/City Hall	Briseno, James	Parks Dir.		\$15,998.81
Public Works	Dainty, Tod	Water & Sewer Laborer ²	\$18.07	
Public Works	Thompson, LaVern, Jr.	Water & Sewer Laborer ²	\$19.01	
Public Works	Meek, Jonathon	Street Laborer ²	\$17.13	
Public Works	Morgan, Brian	Street Laborer ²	\$18.14	
Public Works	Pruitt, Paul	Lineman ²	\$24.45	
Public Works	Mike Powers	Lineman ²	\$24.45	
Public Works	Vacant	Electric Laborer ^{1, 2}		
Public Works	Miller, Don	Line Foreman ²	\$25.23	

New Hires. The City and the Union will negotiate the wages and classifications of any new hires.

¹ = apprenticeship program; % x lineman increases as steps in the apprenticeship program are completed

² = \$.50/hr. of base pay rate to compensate for on-call/stand-by requirements of each hourly position

ARTICLE 22

HEALTH AND SAFETY

Section 1. General Duty

The Employer will provide safe, secure, and healthful working conditions for all employees. The Employer agrees to comply with the federal Occupational Safety and Health Act (OSHA) and all other applicable federal, state, or local laws and regulations, and workplace safety rules and regulations. Nothing in this Agreement will imply that the Union has assumed legal responsibility for the health and safety of employees.

Section 2. Health and Safety Committee

In order to provide a safe and healthful workplace, the Employer and the Union will meet to establish a Health and Safety Committee, co-chaired by both the Union and Management. Three members of said committee will be appointed by the Union, and three by Management. This committee will be established within thirty (30) days after the beginning date of this contract, and will meet on a quarterly basis.

The Committee's general responsibility will be to provide a safe and healthful workplace by identifying hazards in the work sites and recommending abatement of hazards, and education programs for employees.

ARTICLE 23

FINALITY AND EFFECT

THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 24
DURATION

THIS AGREEMENT shall be effective from July 1, 2006, and shall continue in full force and effect until its expiration on June 30, 2009.

Signed this 17th day of July, 2006.

CITY OF CARLISLE, IOWA

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES/
IOWA COUNCIL 61

By: [Signature]
Mayor, City of Carlisle

By: [Signature]
City Clerk

By: [Signature]
Employer Representative
Jack A. Lipovac

By: [Signature]
Business Representative

By: [Signature]
Negotiator

Prepared by Jack A. Lipovac, HR-OneSource, 5619 NW 86th Street, Suite 600, Johnston, Iowa 50131.

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CITY OF CARLISLE, IOWA

POLICE DEPARTMENT

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ARTICLE 4
NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officer or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any activity as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5
NON-DISCRIMINATION IN EMPLOYMENT

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support, or participation or non-participation in Union affairs and/or activities.

ARTICLE 6
GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. Any matter of dispute that may arise between the Employer and an employee regarding the violation of an expressed provision of this Agreement shall be handled in accordance with the following procedure:

Step 1. - Informal: An employee shall discuss a complaint or problem orally with his/her supervisor within five (5) workdays following its occurrence in an effort to resolve the problem in an informal manner.

Step 2. Within five (5) workdays after the decision in Step 1, or if no decision has been made within five (5) workdays of the informal conference, the employee shall then present the written grievance to his/her Supervisor. The grievance shall state the nature of the grievance, shall note the specific clause or clauses violated, and shall list all facts and witnesses, as they know them to be. Such Supervisor shall respond in writing within five (5) working days.

Step 3. Within five (5) working days after the decision in Step 2, or if no timely decision has been made, the employee shall then present the written grievance to the Mayor, who shall respond within ten (10) working days.

Step 4. If not resolved, the grievance may be submitted to arbitration within ten (10) working days after the decision in Step 3, or if no decision has been made, said grievance may be submitted to arbitration by

submitting written notice to the Mayor. Such notice shall specify the Section(s) of the Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit to the parties a list of seven (7) arbitrators, from which list the parties shall select one (1) arbitrator. Either party may reject the list and request a different list. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the parties tossing a coin to determine the striking procedure.

All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 2 is not timely answered by the Employer, it may automatically be referred to Step 3.

The parties shall share the fees and expenses of the arbitrator equally. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The Union is precluded from presenting any facts or witnesses to the arbitrator that were not presented to the Employer. The arbitrator's decision shall be final and binding on all parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and Employer.

If the employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

ARTICLE 7 **SENIORITY**

Seniority means an employee's length of full-time continuous service in a department with the Employer since their last date of hire. Seniority shall be administered on a department-wide basis.

All new employees shall serve a probationary period not to exceed twelve (12) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be determined from their date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) An employee absent from work two (2) days without notice to the Employer unless the employee was unable to call.
- (d) Failure to report for work at the end of leave of absence.
- (e) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- (f) An employee is off work for any reason for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (g) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 8

PROMOTIONAL PROCEDURES

When filling a promotional vacancy, the Employer may consider the employee's qualifications, ability, aptitude and work record. However, when these factors are reasonably equal between two (2) or more employees, then seniority shall prevail. Employees will be on promotional probation for ninety (90) days. At all times, the Employer reserves the right to hire from outside to fill a vacancy. If the Employer hires from outside, any employee who applied for the position will be given written reasons why they were not selected.

A regular full-time employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

ARTICLE 9

LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees as much advance notice as is administratively practical. The employee with the least seniority in the job classification affected shall be the first laid off, provided the employee retained can perform the work available. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are

qualified to perform the work available, as determined by the Employer. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified five (5) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 10 **LEAVES OF ABSENCE**

Regular full-time employees shall be eligible for leaves of absence after completing Six (6) months of their probationary period.

Sick Leave

A regular full-time employee who has completed at least three (3) months of their probationary period will earn sick leave at the rate of one (1) day per month, up to a maximum of ninety (90) days. Sick leave will accrue during the probationary period. Sick leave shall be granted in minimum of one (1) hour increments.

Sick leave will be paid only when the employee is unable to work due to a personal illness or injury. Sick leave may be used for Medical, Dental and Optical appointments when appointments cannot be made during nonwork time.

A medical doctor's written verification of illness or injury may be required by the Employer for substantiation of an illness or injury.

Sick leave will not be granted if an employee is injured while gainfully employed by a different employer, unless allowed by the Mayor.

Up to twenty-four (24) hours of sick leave per fiscal year may be used for cases of serious illness or injury in the employee's immediate family. Immediate family shall be defined as the employee's spouse or child. The determination as to whether or not to grant this leave will be at the sole discretion of the Mayor or his/her designee.

Funeral Leave

In the event of death of a regular full-time employee's spouse, child (step), parent (step), spouse's parent, brother (step), sister (step), grandparents, and grandchild, said employee may be granted up to three (3) days leave of absence with pay for attendance at the funeral and other related functions. An employee may extend the funeral leave when needed by using accrued vacation or compensatory time.

Military Leave

A full-time employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa. The Employer will pay the difference between the military pay and what the employee would have received if working.

The Employer recognizes an employee's re-employment rights in accordance with the Uniform Services Employment and Reemployment Act.

Jury Duty

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer. When released from duty during working hours, the employee will report to work immediately, or contact his/her supervisor.

ARTICLE 11 **HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The Employer shall make determination of daily and weekly hours of work.

Overtime Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of one hundred sixty (160) hours in a twenty-eight (28) day period. Overtime shall not be paid more than once for the same hours worked. Overtime shall be compensated in cash or compensatory time, provided however, for the term of this agreement, an employee may only earn up to \$7,800 cash for overtime worked. Hours worked on a holiday shall be paid in cash and not count toward the cap.

To take compensatory time off, the employee must receive prior approval from the Police Chief. The Police Chief has the discretion to assign when compensatory time will be taken.

Funeral leave, scheduled vacation and compensatory time will be considered work time for the purpose of determining overtime. Sick leave and unscheduled use of compensatory time and vacation time will not be considered work time for the purpose of determining overtime, unless approved by the Department Head.

Call Back An employee who is called back to work or called out to work for any reason other than employee negligence shall be compensated a minimum of two (2) hours at time and one-half (1 1/2) unless such call back is two (2) hours or less prior to his/her shift. This will be granted as compensatory time. Call back time does not apply when an employee is ordered to work beyond his/her regular shift.

ARTICLE 12 **HOLIDAYS**

Regular full-time and probationary employees, except seasonal, temporary, and part-time employees, are eligible for the following paid holidays: New Year's Day, Veteran's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, an additional Christmas holiday, and one (1) floating holidays.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee,

either full-time or probationary, required to work on any recognized paid holiday shall be granted compensatory time off or cash as provided under the overtime article at the rate of time and one-half (1 1/2) off for all hours worked. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday, unless prior approval is given for such absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

ARTICLE 13 **VACATION**

All regular full-time employees shall be entitled to vacation as follows:

After one (1) year of full-time continuous service, two (2) weeks

After five (5) years of full-time continuous service, three (3) weeks

After fifteen (15) years of full-time continuous service, four (4) weeks

The scheduling of vacation leave is dependent upon the judgment and discretion of the Employer. In emergency situations, the Employer may require the rescheduling of vacation leave when, in his/her judgment, it is necessary. The determination of what constitutes an emergency rest with Employer. Once vacation time to be taken is approved by the Employer, it can only be changed by agreement with the Employer, or when the Employer determines the employee is needed.

Upon resignation or termination, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination; *however, employees who are discharged for cause or employees who do not give two (2) weeks advance notice prior to quitting shall forfeit vacation pay.*

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

During the first anniversary year of employment, an employee is not eligible to earn pro rata vacation time and pay. During subsequent anniversary employment years, a regular full-time employee can earn pro rata vacation time and pay based upon straight time hours worked. An employee may carry over one (1) week's vacation from one anniversary year to the next with prior approval of the Chief.

ARTICLE 14
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed, written authorization from an employee which may be revoked in writing at any time, in accordance with state law, and the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

The requests or forms authorizing dues to be deducted shall be provided by the Union. Union dues will be deducted from each paycheck. The amount will be established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union. This authorization shall be irrevocable during the term of this Agreement.

Upon receipt of written authorization from the employee, the Employer will deduct a standard dollar amount for said employee from the employee's regular paycheck. Thirty (30) calendar days advance notice must be given to the Employer before the first deduction will be made or any change in or discontinuation of the deduction is to be made. This deduction can only be for the Union's P.E.O.P.L.E. political contribution program. The Employer will send One (1) remittance per pay period covering all participating employees to the designated P.E.O.P.L.E. chairperson of Council 61.

ARTICLE 15
BULLETIN BOARDS

The Employer will provide reasonable space for official Union business on a bulletin board in each work area of the unit.

Use of the board shall be limited to the following general types of notices:

1. Listing of Union officers and officials.
2. Union meetings
3. Union elections
4. Necessary and proper Union business and information.

The employee has a right to view his personnel file upon request. The employee or the Union (with the employees written permission) may receive any copies without charge to the employee or the Union. The employees shall sign and date each memorandum or document placed in the employees personnel file. This signature shall only show knowledge that the document is in the file and not concurrence with the document.

ARTICLE 16

DISCIPLINE

The Employer will not suspend or discharge a regular full-time employee who has completed his/her probationary period without cause.

ARTICLE 17

UNIFORMS

The Employer shall provide a uniform/equipment allowance of up to \$700 per fiscal year for each regular full-time employee.

ARTICLE 18

INSURANCE

For the 2006-2007 fiscal years, the Employer agrees to pay up to \$6,250 per year toward the premium for each eligible regular full-time employee towards the following insurances chosen by the City Council. This will increase to \$6,500 for the 2007-2008 fiscal year, and to \$6,750 for the 2008-2009 fiscal year. During the life of this Agreement, the Employer will pick up 50% of the increased cost for insurance; the employee will pick up the remainder.

- a) Health and Major Medical
- b) Dental
- c) Disability
- d) Life (\$18,750 for the employee and \$1,000 for the spouse and dependents after six (6) months)

The insurance program referred to in this Agreement shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer. The Employer will meet with the union prior to making any changes in the insurance coverage. For the current agreement, the employees will have the option of the current plan or a \$500/\$1,000 deductible plan.

An employee who is unable to work and has run out of sick leave, compensatory time and vacation, will be allowed to be continued on the City's insurance at the employee's expense as required under COBRA.

ARTICLE 19
LONGEVITY

Regular full-time employees will be granted longevity payments as follows:

Five cents (\$.05) per hour after five (5) years of consecutive service
Ten cents (\$.10) per hour after ten (10) year of consecutive service
Fifteen cents (\$.15) per hour after fifteen (15) year of consecutive service
Twenty cents (\$.20) per hour after twenty (20) year of consecutive service

ARTICLE 20
WAGES

	Start	1 yr	3 yr	5 yr	SPO	Sgt.
7-1-06 (+2.0%)	17.05	17.34	18.76	19.39	19.94	21.90
1-1-07 (+2.0%)	17.39	17.69	19.14	19.78	20.34	22.34
7-1-07 (+3.5%)	18.00	18.31	19.81	20.47	21.05	23.12
7-1-08 (+3.5%)	18.63	18.95	20.50	21.19	21.79	23.93

"Employees will advance from the Start step to the 5 year step for each period of satisfactory service on his/her appropriate anniversary date. Employees will advance from the 5-year step to the Senior Police Officers step at the sole and exclusive discretion of the Chief of Police. The Chief of Police reserves the right to hire patrol officers at a step commensurate with his/her qualifications and/or experience."

ARTICLE 21
FINALITY AND EFFECT

THIS AGREEMENT constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union, for the life of this Agreement, voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this agreement, and agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 22
DURATION

THIS AGREEMENT shall be effective from July 1, 2006, and shall continue in full force and effect until its expiration on June 30, 2009.


Signed this 11th day of July, 2006.

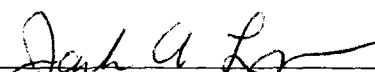
CITY OF CARLISLE, IOWA


AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES/
IOWA COUNCIL 61

By: 
Mayor, City of Carlisle

By: 
City Clerk

By: 
Business Representative

By: 
Employer Representative
Jack A. Lipovac

By: 
Negotiator

Prepared by Jack A. Lipovac, HR-OneSource, 5619 NW 86th Street, Suite 600, Johnston, Iowa 50131.